

With Two Pictures

17. The holder of the aforesaid note or bill of exchange shall have
18. right to sue his debtor and his sureties thereon for
19. payment of the same, and the expenses, attorney and otherwise,
of collection, and the expenses, attorney and otherwise,
provided that he shall be entitled to sue his debtor with said bill of exchange
and the party of the first part shall be entitled to sue his debtor
as a party of the first party and as subject to the laws of this land of trust;
together with the production and the right of possession of the aforesaid;
and together with the rents, income, issues and profits concerning the same;
provided that the party of the first part shall be entitled to collect, and receive
the same while no default exists in the terms of the aforesaid note or of this deed
of trust;

TO HAVE AND TO HOLD the same unto and to the only use of the party of the
second part, as Trustees, in fee simple.

IN AND UPON THE FOLLOWING TRUST:

In trust to permit said party of the first part to use and occupy the aforesaid land and property and to take, have and apply the rents, leases, income and profits thereof to and for the sole use of the party of the first part, while no default exists in any of the covenants or agreements of this deed of trust;

In trust to release and re-convey the aforesaid land and property to the party
of the first part, at the cost of the party of the first part, upon payment of the
aforesaid note and upon payment of all sums expended by the beneficiary to fulfill
any one or more of the covenants or agreements of this deed of trust, herein made
by the party of the first part and not fulfilled, and upon payment of all other
costs, expenses, charges and fees herein provided to be paid by the party of the
first part and not so paid;

, AND upon this further trust, that upon failure to erect upon the aforesaid land within 12 months from date hereof and in accordance with the plans and specifications, free and discharged from all liens and claims of laborers and materialmen, or in the event that the Beneficiary is required to remove the materials of said building or buildings under the terms of a contract existing between the party of the first part and the Beneficiary, or